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DECISION



**THE COMPTROLLER GENERAL
OF THE UNITED STATES**
WASHINGTON, D.C. 20548

FILE: B-206929

DATE: April 20, 1982

MATTER OF: Warfield & Sanford, Inc.

21565

DIGEST:

1. Qualifications and experience of a bidder and its ability to perform particular contract are matters of responsibility. Protest against contracting agency's affirmative determination of responsibility is dismissed since GAO no longer reviews such determinations except in circumstances not alleged here.
2. Where bidder did not submit responsibility information (work references) with the bid, bidder properly could submit the information subsequent to bid opening.
3. Absent a finding of nonresponsibility, a below-cost bid provides no reason to challenge an award.

Warfield & Sanford, Inc. (W&S), protests the award of a contract to Abbott Elevator (Abbott) under solicitation No. M00027-82-B-0018, issued by the United States Marine Corps (Marine Corps). The contract is for servicing of elevators.

The protester alleges that Abbott did not comply with the solicitation requirement that bidders provide two references to demonstrate that the bidder has provided this type of service in the past. W&S asserts that Abbott failed to submit the required references with its bid, but instead of Abbott's bid being rejected as non-responsive, the Marine Corps permitted Abbott to submit the information after bid opening.

W&S also states that W&S's review of these two references does not support the Marine Corps' view that Abbott can perform the contract. W&S suggests that Abbott may have misrepresented its qualifications. W&S

questions Abbott's qualifications and experience, and Abbott's ability to perform the contract, and apparently also doubts whether Abbott can perform the contract at the price bid.

The references required by the solicitation did not involve a matter of responsiveness, i.e., whether Abbott has offered to perform in accord with the exact terms of the solicitation. Rather, the qualifications and experience of bidders and offerors and their ability to perform a particular contract are matters of responsibility. Central Texas College, B-198971, November 5, 1980, 80-2 CPD 336; Bowman Enterprises, Inc., B-194015, February 16, 1979, 79-1 CPD 121. It is well settled that a bidder properly can submit this information subsequent to bid opening. Central Texas College, supra; Abbott Power Corporation, B-192792, April 30, 1979, 79-1 CPD 295. Furthermore, regarding Abbott's qualifications, the contract award necessarily included a determination by the contracting agency that Abbott is a responsible firm. Ingersoll-Rand, B-204672, November 3, 1981, 81-2 CPD 378. Our Office does not review affirmative determinations of responsibility unless there is a showing of fraud on the part of the Government or an allegation of failure to apply definitive responsibility criteria. Colorado Research and Prediction Laboratory, Inc., B-199755, March 5, 1981, 81-1 CPD 170. W&S does not allege either exception here.

Similarly the question of whether the bidder can perform the contract at its bid price is a question which relates to a bidder's responsibility. Absent a determination of nonresponsibility, the submission of a below-cost bid, is not a valid basis upon which to challenge an award. J&R Cleaning and General Maintenance, B-206280, February 19, 1982, 82-1 CPD 147; Harris Manufacturing Corporation, B-205379, November 30, 1981, 81-2 CPD 432.

Since this protest does not involve matters for our review on the merits, we dismiss the matter without obtaining a report from the Marine Corps. Ingersoll-Rand Company, B-205256, November 16, 1981, 81-2 CPD 406.

Harry R. Van Cleve
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Acting General Counsel